



**NORFOLK  
SOUTHERN**

Norfolk Southern Corporation  
Law Department  
One Commercial Place  
Norfolk, Virginia 23510  
804 629-2600

**John S. Shannon**  
Executive Vice President — Law

**Donald M. Tolmie**  
Vice President and General Counsel

**James C. Bishop, Jr.**

**R. Allan Wimbish**  
Senior General Solicitors

**William P. Stallsmith, Jr.**

**William C. Wooldridge**  
Senior General Attorneys

**A. Gayle Jordan**  
**James R. Paschall**  
General Attorneys

**Joseph C. Dimino**  
**J. Gary Lane**  
**William A. Noell, Jr.**  
Assistant General Solicitors

May 15, 1984

RECORDATION NO. 7515-E Filed 1425

**MAY 17 1984 - 11 55 AM**

Mr. James H. Bayne  
Acting Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Mr. Bayne:

In accordance with 49 U.S.C. §11303 and the Commission's rules, I submit herewith for recording with the Commission six original counterparts, properly executed and acknowledged of the document described below.

This document is a Supplemental Agreement, a secondary document, dated as of May 1, 1984. The primary document to which this is connected is recorded under Recordation No. 7515.

The names and addresses of the parties to the secondary document are as follows:

TRUSTEE-LESSOR: Citibank, N.A.  
5 Hanover Square  
New York, New York 10043

LESSEE: Southern Railway Company  
One Commercial Place  
Norfolk, Virginia 23510

The equipment covered by the document is generally described as follows:

| <u>Number<br/>of Units</u> | <u>General<br/>Description</u>        | <u>AAR<br/>Symbol</u> | <u>Railroad's<br/>Road Numbers</u> |
|----------------------------|---------------------------------------|-----------------------|------------------------------------|
| 1                          | 3500 HP Diesel<br>Electric Locomotive | C-C                   | 6508                               |

The equipment will be marked in letters not less than one-half inch in height with the words:

OWNED BY A BANK OR TRUST COMPANY UNDER A  
FINANCING AGREEMENT RECORDED WITH THE  
INTERSTATE COMMERCE COMMISSION UNDER  
SECTION 20c OF THE INTERSTATE COMMERCE ACT.

A fee of \$10.00 is enclosed. Please return five (5) of the original counterparts, stamped with the Commission's recordation data to J. G. Lane, Assistant General Solicitor, Norfolk Southern Corporation, One Commercial Place, Norfolk, Virginia 23510.

A short summary of the document to appear in the index follows:

Supplemental Agreement dated May 1, 1984,  
between Citibank, N.A., Trustee, and  
Southern Railway Company, Lessee,  
subjecting one diesel electric locomotive,  
number 6508, to an Equipment Trust Agreement  
bearing Recordation No. 7515.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,



J. Gary Lane  
Assistant General Solicitor

Encl.  
JGL/pcc

MAY 17 1984 - 11 55 AM

THIS SUPPLEMENTAL AGREEMENT made and entered into as  
of May 1, 1984, by and between INTERSTATE COMMERCE COMMISSION

CITIBANK, N.A., / (formerly named First National City Bank)  
incorporated and existing under the laws of the United States  
of America with its head offices in the City of New York, New  
York (the "Trustee"); and

SOUTHERN RAILWAY COMPANY, a Virginia corporation, (the  
"Company");

W I T N E S S E T H      That:

WHEREAS, by an equipment trust agreement dated as of  
June 15, 1974, as amended (the "Agreement"), between the  
Trustee and the Company there was constituted SOUTHERN RAILWAY  
EQUIPMENT TRUST NO. 3 of 1974; and

WHEREAS, by the Agreement the Trustee has let and  
leased unto the Company certain railroad equipment as defined  
in the Agreement (the "Equipment") for a term as set forth in  
the Agreement, all upon such terms and conditions as therein  
specified; and

WHEREAS, in Sections 3.4 and 4.9 of the Agreement, it  
is provided that upon the filing with the Trustee of the  
appropriate documents, any Deposited Cash held by the Trustee  
or any monies paid to the Trustee pursuant to Section 4.9 or  
Section 4.7 of the Agreement may be applied to the purchase of  
additional Equipment; and

WHEREAS, the Company, in compliance with the aforesaid  
requirements of Sections 3.4 and 4.9 of the Agreement, now  
proposes to cause to be sold, assigned, transferred and set  
over unto the Trustee, as trustee under the Agreement, one new  
3500 HP Diesel Electric Locomotive bearing road number 6508  
(the "Additional Equipment");

NOW, THEREFORE:

(1) In consideration of the premises and of the sum  
of One Dollar (\$1.00) paid by the Trustee to the Company at or  
before the ensealing and delivery hereof, the receipt of which  
is hereby acknowledged, and in consideration of the rents and  
covenants in the Agreement provided for and contained, the

Company does hereby assign to the Trustee all of its right, title and interest under the contract for the acquisition of the Additional Equipment and the Trustee does hereby let and lease the Additional Equipment to the Company for the remainder of the lease term as set forth in the Agreement, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Equipment described in the Agreement.

(2) The Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

(3) The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Agreement or the due execution hereof by the Company or for or in respect of the correctness of the recitals of facts contained herein, which recitals are made by the Company.

(4) This Supplemental Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

CITIBANK, N.A., as Trustee  
By

L.S.  
ATTEST:

.....  
Trust Officer

..... *E. Gillors* .....  
Senior Trust Officer

SOUTHERN RAILWAY COMPANY  
By

L.S.  
ATTEST:

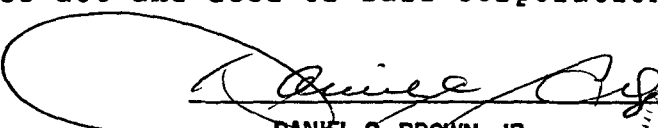
.....  
~~Assistant~~ Secretary

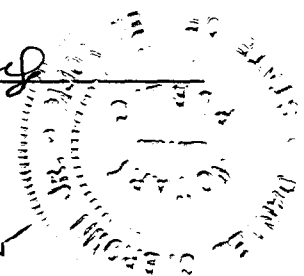
..... *R. L. C. Smith* .....  
Vice President

STATE OF NEW YORK       )  
                                  ) ss:  
COUNTY OF NEW YORK    )


On this 7<sup>TH</sup> day of MAY, 1984, before  
me personally appeared E. GIBBONS, to me personally  
known, who, being by me duly sworn, says that he is a Senior  
Trust Officer of CITIBANK, N.A., that one of the seals affixed  
to the foregoing instrument is the corporate seal of said  
corporation, that said instrument was signed and sealed on  
behalf of said corporation pursuant to due corporate authority  
and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said corporation.

COMMONWEALTH OF VIRGINIA)  
                                  ) ss:  
CITY OF NORFOLK            )

  
DANIEL C. BROWN, JR.  
Notary Public, State of New York  
No. 41-4644153  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 30, 1985



On this 15<sup>th</sup> day of May, 1984, before  
me personally appeared R. E. L. de Butta, to me  
personally known, who, being by me duly sworn, says that he is  
a Vice President of SOUTHERN RAILWAY COMPANY, that the  
corporate seal of said corporation is affixed to the foregoing  
instrument, that said instrument was signed and sealed on  
behalf of said corporation pursuant to due corporate authority  
and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said corporation.

  
My commission expires 2-12-85.

